

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

LEON WEINGRAD, individually and  
on behalf of a class of all persons and  
entities similarly situated,

Plaintiff,

v.

QUOTEWIZARD.COM, LLC

Defendant.

Civil Action No. 1:25-cv-00002

**ANSWER TO CLASS ACTION COMPLAINT**

Defendant, QuoteWizard.Com, LLC (“QuoteWizard”), responds to the allegations in Plaintiff, Leon Weingrad’s (“Plaintiff”), Complaint as follows by denying each and every allegation not specifically admitted herein and by further answering as follows:

**Preliminary Statement**

1. Paragraph 1 does not state a factual allegation to which a response is required. To the extent a response is required, QuoteWizard expressly denies that it violated the Telephone Consumer Protection Act (“TCPA”), and further denies that Plaintiff and any of the alleged class members are entitled to relief under the TCPA.

2. Paragraph 2 contains conclusions of law and does not state a factual allegation to which a response is required. To the extent a response is required, denied.

3. Paragraph 3 contains conclusions of law and does not state a factual allegation to which a response is required. To the extent a response is required, denied.

4. Paragraph 4 contains conclusions of law and does not state a factual allegation to which a response is required. To the extent a response is required, denied.

5. Denied.

6. Paragraph 6 contains conclusions of law and does not state a factual allegation to which a response is required. To the extent a response is required, denied.

7. Denied.

### **Parties**

8. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

9. Denied. Further responding, QuoteWizard is a company in the business of providing insurance comparison shopping services.

### **Jurisdiction & Venue**

10. The allegations in Paragraph 10 state a legal conclusion to which no response is required.

11. The allegations in Paragraph 11 state a legal conclusion to which no response is required.

12. The allegations in Paragraph 12 state a legal conclusion to which no response is required. To the extent a further response is required, QuoteWizard does not have sufficient information to admit or deny.

### **The Telephone Consumer Protection Act**

13. The allegations in Paragraph 13 state a legal conclusion to which no response is required. Further responding, Paragraph 13 does not state a factual allegation to which a response is required.

14. The allegations in Paragraph 14 state a legal conclusion to which no response is required. Further responding, Paragraph 14 does not state a factual allegation to which a response is required.

15. The allegations in Paragraph 15 state a legal conclusion to which no response is required. Further responding, Paragraph 15 does not state a factual allegation to which a response is required.

16. The allegations in Paragraph 16 state a legal conclusion to which no response is required. Further responding, Paragraph 16 does not state a factual allegation to which a response is required.

17. The allegations in Paragraph 17 state a legal conclusion to which no response is required. Further responding, Paragraph 17 does not state a factual allegation to which a response is required.

18. The allegations in Paragraph 18 state a legal conclusion to which no response is required. Further responding, Paragraph 18 does not state a factual allegation to which a response is required.

19. The allegations in Paragraph 19 state a legal conclusion to which no response is required. Further responding, Paragraph 19 does not state a factual allegation to which a response is required.

20. The allegations in Paragraph 20 state a legal conclusion to which no response is required. Further responding, Paragraph 20 does not state a factual allegation to which a response is required.

21. The allegations in Paragraph 21 state a legal conclusion to which no response is required. Further responding, Paragraph 21 does not state a factual allegation to which a response is required.

22. The allegations in Paragraph 22 state a legal conclusion to which no response is required. Further responding, Paragraph 22 does not state a factual allegation to which a response is required.

23. The allegations in Paragraph 23 state a legal conclusion to which no response is required. Further responding, Paragraph 23 does not state a factual allegation to which a response is required.

24. The allegations in Paragraph 24 state a legal conclusion to which no response is required. Further responding, Paragraph 24 does not state a factual allegation to which a response is required.

### **Factual Allegations**

25. The allegations in Paragraph 25 state a legal conclusion to which no response is required. Further responding, Paragraph 25 does not state a factual allegation to which a response is required. To the extent a further response is required, denied.

26. Denied. QuoteWizard is a company in the business of providing insurance comparison shopping services.

27. Denied.

28. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

29. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

30. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

31. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

32. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

33. Denied.

34. Denied.

35. Denied.

36. The allegations in Paragraph 36 state a legal conclusion to which no response is required. Further responding, Paragraph 36 does not state a factual allegation to which a response is required.

37. QuoteWizard states that the referenced text speaks for itself and denies any and all allegations inconsistent therewith.

38. QuoteWizard states that the referenced text speaks for itself and denies any and all allegations inconsistent therewith. QuoteWizard denies that the quoted language was a separate message from the text quoted in Paragraph 37.

39. Denied.

40. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

41. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

42. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

43. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

44. Denied.

45. Denied. Further responding, the QuoteWizard representative Plaintiff spoke to was named Gabby.

46. QuoteWizard admits only that Plaintiff claimed during the call that he did not request a quote. Further responding, the QuoteWizard representative Plaintiff spoke to was named Gabby. QuoteWizard denies the remaining allegations in Paragraph 46.

47. QuoteWizard admits only that a representative believed that the person answering the phone was “Gary” and that Plaintiff claimed that he was not “Gary.” QuoteWizard denies the remaining allegations.

48. Denied. The QuoteWizard representative stated that a person named “Gary” submitted Plaintiff’s phone number to QuoteWizard. Further responding, Plaintiff stated during the call that he would “take a quote” and that if she wanted to give Plaintiff a quote that she could. The QuoteWizard representative then stated that if Plaintiff wanted a quote, he would need to submit an application on the QuoteWizard website.

49. QuoteWizard admits that Plaintiff stated that he was not “Gary” and claimed that he did not fill out any applications. QuoteWizard denies the remaining allegations in Paragraph 49.

50. Denied

51. Denied.

52. Denied.

53. Denied.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

**Class Action Statement**

58. QuoteWizard incorporates its responses to Paragraphs 1-57 as if fully stated herein.

59. Paragraph 59 does not state a factual allegation to which a response is required. To the extent a response is required, denied.

60. The allegations in Paragraph 60 state a legal conclusion to which no response is required. Further responding, Paragraph 60 does not state a factual allegation to which a response is required. To the extent a response is required, QuoteWizard denies that Plaintiff's class definitions are appropriate.

61. Denied.

62. The allegations in Paragraph 62 state a legal conclusion to which no response is required. Further responding, Paragraph 62 does not state a factual allegation to which a response is required.

63. Denied.

64. The allegations in Paragraph 64 state a legal conclusion to which no response is required. Further responding, Paragraph 64 does not state a factual

allegation to which a response is required. To the extent a response is required, denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

74. Denied.

75. QuoteWizard does not have sufficient information to admit or deny the allegations in this paragraph. To the extent a response is required, denied.

### **FIRST CAUSE OF ACTION**

76. QuoteWizard incorporates its responses to Paragraphs 1-75 as if fully stated herein.

77. Denied.

78. Denied.

79. Denied.

80. Denied.

**SECOND CAUSE OF ACTION**

81. QuoteWizard incorporates its responses to Paragraphs 1-80 as if fully stated herein.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Complaint, in whole or in part, fails to state a claim upon which relief can be granted on behalf of himself and any of the alleged class members, and must be dismissed pursuant to Fed. R. Civ. P. 12(b)(6).

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff consented to QuoteWizard's conduct when Plaintiff agreed to accepted QuoteWizard's Terms of Use.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff expressly consented to a class waiver when he agreed to QuoteWizard's Terms of Use.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are not typical of the claims of the proposed class and Plaintiff is not a proper class representative.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's alleged damages were cause, in whole or in part, by Plaintiff's own actions.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff has not sustained any damages.

**SEVENTH AFFIRMATIVE DEFENSE**

QuoteWizard denies any allegations not specifically admitted herein and specifically denies that it violated any applicable law.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by the doctrine of unclean hands.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiff is not entitled to any actual or statutory damages under the Telephone Consumer Protection Act.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff's claim for damages under the TCPA is barred because QuoteWizard did not violate the TCPA and did not commit any knowing or willful conduct.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred because he or someone acting on his behalf provided valid prior express consent, invitation, or permission to be contacted by QuoteWizard.

**TWELFTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred because QuoteWizard reasonably relied on the good faith belief that Plaintiff had given valid prior express consent, invitation, or permission for QuoteWizard to contact him.

**THIRTEENTH AFFIRMATIVE DEFENSE**

This Court lacks subject matter jurisdiction over this action because Plaintiff lacks Article III standing and prudential standing to bring his claims.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's class allegations are barred because each alleged class member gave their valid prior express consent, invitation or permission for QuoteWizard to contact them.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's class allegations for multiple damages under the Telephone Consumer Protection Act is barred because QuoteWizard did not violate the TCPA and did not commit any knowing or willful conduct.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's class allegations fail to satisfy any of the express and implicit requirements of Federal Rules of Civil Procedure 23(a) and 23(b).

**SEVENTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's class allegations fail to state sufficient class allegations under applicable law.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's class allegations are barred because they constitute impermissible fail safe allegations.

**NINETEENTH AFFIRMATIVE DEFENSE**

Plaintiff's class allegations are barred because they are insufficiently ascertainable.

**TWENTIETH AFFIRMATIVE DEFENSE**

Plaintiff's class allegations are barred because QuoteWizard reasonably relied on the good faith belief that each alleged class member had given valid prior express consent, invitation, or permission for QuoteWizard to contact them.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

Plaintiff's claims are frivolous and lack a good faith basis in fact and/or law.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

Plaintiff's class allegations are barred because none of the alleged class members suffered any damages caused by QuoteWizard.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

To the extent Plaintiff claims his prior express consent, invitation, or permission was obtained fraudulently, such alleged fraud was not caused by or attributable to QuoteWizard.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

To the extent any alleged class member claims that their prior express consent, invitation, or permission was obtained fraudulently, such alleged fraud was not caused by or attributable to QuoteWizard.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's claims on behalf of himself and the alleged class members are barred because QuoteWizard provided only informational content that does not constitute telephone solicitations or other communications covered by the Telephone Consumer Protection Act.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

Plaintiff's and any alleged class member's damages, if any, are capped by what is allowable by statute under the Telephone Consumer Protection Act only.

Respectfully Submitted,

QuoteWizard.com, LLC,  
By their counsel,

/s/Elyse Cohen

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Dated: February 4, 2025

**CERTIFICATE OF SERVICE**

I hereby certify that this document filed through the CM/ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on this date.

Date: February 4, 2025

/s/ Elyse Cohen

Elyse Cohen